

**OPEN MARKET
Request for Quotations
Lowest Price, Technically Acceptable**

RFQ Number: USCA 15-0006

Request Date: August 5, 2015

Special Notes:

This is a request for **Open Market Pricing:** **AVAYA TELEPHONE SYSTEM
MAINTENANCE**

Quotes may be faxed or e-mailed to the below listed address by **close of business day (Wednesday, August 19, 2015, or sooner)** local time, no exceptions. However, hand-carried quotes are to be delivered by the same time at (333 Constitution Ave., NW Rm 5327 Washington, DC 20001) to (Attention: (Dana L. Bethea)). Submit a technical proposal describing your approach and project management in accordance with the attached statement of work.

A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer. The contract for maintenance runs for 12 months from the date of award which is slated for September 1, 2015.

Quotes and questions concerning this RFQ should be addressed to:

*Dana L. Bethea
U.S. Court of Appeals
333 Constitution Ave., NW
Rm 5313 - Procurement
(202) 216-7297 office
(202) 273-0633 fax
dana_bethea@cad.uscourts.gov*

Sincerely,

Dana L. Bethea
Contracting Officer

I. **Special Notes:**

A. **Fixed Price Award**

The Court intends to award a fixed priced contract from this solicitation.
Please submit your best and final pricing for each option being considered.

Clarifications

Written requests for clarifications shall be received no later than close of business day, Wednesday, August 19, 2015. Submit requests to:

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333 Constitution Ave., NW
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Maintenance Product Descriptions

The Court is requesting information and pricing for Avaya maintenance products for its Avaya G3Si telephone system, specifically:

- 24/7 Remote Support Plus On-site 8 x 5 Switch Only (No terminals) Hardware Support

Please provide a description of the option and brief summary of events covered by both hardware and software maintenance.

Please define events and support NOT covered by the contracts and detail additional related fees as they would apply.

Lowest Price

The Lowest Price will be determined by the price offered for each of the products listed above for the period of performance.

Period of Performance

- **Single Year** - Period of 12 Months from the date of the award (September 1, 2015 – August 31, 2016).

Billing and Payment

Billing will be based upon normal port counts and adjusted (increased or reduced) to accommodate any changes in port counts assuming the removal of the TN cards from the switch.

Pricing Tables and Other Requirements

The Court will only consider pricing submitted:

- from federally authorized business partners for Avaya maintenance.
- with the requested product descriptions
- with following Provisions and Clauses
 - Provision 3-5, Taxpayer Identification and Other Offeror Information (SEP 2010)

System Specifications

A full system specification is available by submitting a LOA to Avaya for a system specification summary. The phone inventory will not be a part of this RFQ or warranty. The court Avaya 'Sold To' numbers will be necessary for completing the LOA. Please contact the listed COTR for the 'Sold To' numbers.

Warranty Requirements

- All hardware and software except for the telephone sets themselves are included in this maintenance contract.
- Any replacement hardware and software component or upgrades shall include, at a minimum, a 12 month warranty (parts and labor) against any defects or damage, caused by manufacturer, contractor, or contractor's subcontractors.

- The contractor shall provide certification of newly installed components so that full warranty coverage shall be provided by the manufacturer.
- All existing hardware and software components shall be warrantied for repair, replacement and upgrades.
- All repairs made under warranty shall be at the sole expense of the contractor, including parts, software, labor, travel expenses, meals, lodging and any other costs associated with repair.
- The contractor shall warrant that all maintenance staff who provide service have been fully trained and certified by the manufacturer as qualified to service the system.
- Warranty maintenance and repair service shall be provided by the contractor from both the normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and after hours if determined necessary by the Customer. The contractor shall provide a two (2) hour on-site response time in the case of emergencies and 24 hours on-site response time in the case of routine service calls. Emergencies are considered system problems in which 20% of the telephones or a trunk is inoperable.
- The contractor shall provide a toll free help line for maintenance and programming questions/assistance during the warranty period.
- Remote monitoring, diagnostic, and repair services may be provided using a dialup modem, Site Event Buffer (SEB), or other secure method. These services shall be provided by whatever means is recommended by the IP Telephony system manufacturer.

Additional Information

- Government Furnished Property
 - There are no materials required by the government for this RFQ.
- Contractor Furnished Material
 - The offeror, upon award, will be responsible for all supplies, tools, equipment and material relevant to upgrades, repairs and support detailed in the warranty.
- Meetings
 - Upon award, the government may request a meeting to establish any parameters and procedures for the beginning and execution of the contract.

This meeting could be accomplished with a conference call or videoconference call. Travel will not be required.

- Travel and per Diem Requirements
 - All travel related to this contract including the execution of any warranted support, maintenance or repair shall be at the expense of the offeror.
- Sources of Information and Data
 - All technical information relevant to this RFQ will be secured using the Avaya LOA to determine the system specifications. The system specifications are for the sole purpose of creating the RFQ. Any other technical information pertaining to the system will be made available upon award.

TERMS AND CONDITIONS
Provisions and Clauses

1) Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>

2) Clause B-5 Clauses Incorporated by Reference (SEP 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>

The following judiciary clauses are incorporated by reference:

Clause 3-3	Provisions, Clauses, Terms and Conditions - Small Purchases	APR 2011
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3) Incorporation of Department of Labor Service Contract Act Wage Rate Determination

4) Provision 3-5, Taxpayer Identification and Other Offeror Information (APR 2011)

(a) Definitions.

“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) Taxpayer Identification Number (TIN):

[] TIN has been applied for.

☐ TIN is not required, because: _____

☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

☐ sole proprietorship;

☐ partnership;

☐ corporate entity (not tax-exempt);

☐ corporate entity (tax-exempt);

☐ government entity (federal, state or local);

☐ foreign government;

☐ international organization per-26 CFR 1.6049-4;

☐ other _____.

(f) *Contractor representations.*

The offeror represents as part of its offer that it is 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

☐ Women Owned Business

☐ Minority Owned Business (if selected then one sub-type below is required)

☐ Black American Owned

☐ Hispanic American Owned

☐ Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

☐ Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

☐ Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

☐ Individual/concern, other than one of the preceding.

(end)

(End of provision)